

Appendix DA

DIRECTORY ASSISTANCE SERVICE

This Appendix sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance services for the CLEC.

I. SERVICE

Directory Assistance (DA) Service consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to CLEC's end users who call DA and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices.

Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.

SWBT agrees to provide DACC in areas where the CLEC can furnish Automatic Number Identification (ANI) from its end user to SWBT's TOPS switch and where the CLEC obtains DA service from SWBT.

The CLEC commits that any contractual arrangement it has with another Operator Service Provider does not conflict with SWBT's provision of DACC. The CLEC indemnifies SWBT from any and all causes of action which may be brought by an alternate Operator Service Provider for any type of alleged wrongdoing, including but not limited to, any allegations of interference of a contract involving the CLEC.

II. DEFINITIONS

The following terms are defined as set forth below:

- A. ANI - Automatic Number Identification
- B. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA operator.
- C. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.

- D. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
- E. IntraLATA home NPA - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- F. IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

III. RESPONSIBILITIES OF SWBT

- A. SWBT will perform DA Service for the CLEC in the exchanges shown in Exhibit 1, which is attached and made part of this Appendix.
- B. SWBT will provide and maintain its own equipment to furnish DA Services for the exchanges listed in Exhibit I.
- C. SWBT will provide DA Service to CLEC end users from its current DA records and in accordance with SWBT's methods, practices, and procedures, unless otherwise agreed to in writing by both parties.
- D. SWBT will provide intraLATA home NPA DA Service and IntraLATA FNPA DA Service to Customers who dial 411 or NPA+ 555 + 1212.
- E. SWB will provide branding when technically feasible, and only to the extent CLEC pays for any costs including software or hardware upgrades necessary to provide such service to its customers, or if CLEC agrees to submit traffic solely on dedicated trunk groups.
- F. SWBT shall include updated information in its DA database supplied by CLEC.
- G. SWBT shall provide DACC to CLEC's end users for local, intrastate, intraLATA and interstate intraLATA calls only.

IV. RESPONSIBILITIES OF THE CLEC

- A. The CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

- B. The CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- C. The CLEC will keep end user records current using reporting forms and procedures that are mutually acceptable to both parties, and will inform SWBT, in writing, of any changes to be made to such records. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

V. RESPONSIBILITIES OF BOTH PARTIES

The Party(ies), that provide the circuits between the CLEC office and SWBT office will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

VI. BASIS OF COMPENSATION

Compensation for DA Service shall be based upon the rates set forth in Exhibit II, which is attached and made part of this Appendix. These rates will apply for ____ years from the service effective date for each exchange. After ____ years, SWBT may change the rates upon one hundred twenty (120) days' notice to the CLEC.

VII. INDEMNIFICATION

- A. The CLEC agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorneys' fees that CLEC may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the CLEC end user's use of the DA services. The CLEC shall defend against all end user claims just as if the CLEC had provided such service to its end user with the CLEC's own operators and shall assert its tariff limitation of liability for benefit of both SWBT and the CLEC.
- B. The CLEC also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure

of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

VIII. MUTUALITY

CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT request such services, CLEC will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix.

APPENDIX DA
EXHIBIT I

DIRECTORY ASSISTANCE SERVICES EXCHANGE LIST

The following list shows the services and exchanges covered by this Appendix:

SWBT SERVING	CLEC	TOLL ¹	LOCAL	DACC
OFFICE(S)	OFFICE(S)	(555)	(411)	

¹includes FNPA

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

The CLEC will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)
1.	LOCAL DA	411	\$x.xx
2.	TOLL DA	555	\$x.xx
3.	INTRALATA FOREIGN NPA DA	FNPA 555	\$x.xx
4.	DACC	Call Completion	\$x.xx

B. BASIC RATES - [State Name]

	<u>2 YRS</u>	<u>3 YRS</u>	<u>5 YRS</u>
1. LOCAL DA	\$ XXX	\$ XXX	\$ XXX
2. TOLL DA	\$ XXX	\$ XXX	\$ XXX
3. INTRALATA FNPA DA	\$ XXX	\$ XXX	\$ XXX
4. DACC	\$ XXX	\$ XXX	\$ XXX

C. MULTI-SERVICE DISCOUNT MATRIX

Further discounts will apply when the CLEC contracts for two or more of the following services; Directory Assistance, Directory Assistance Call Completion, Operator Services and LIDB. Future services will be added to the discount matrix as they are developed.

		<u>2 YRS</u>	<u>3 YRS</u>	<u>5 YRS</u>
CLEC Contracts	2 services	N/A	5.00%	6.00%
CLEC Contracts	3 services	N/A	7.00%	8.00%
CLEC Contracts	4+services	N/A	9.00%	10.00%

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

COMPENSATION:

To determine compensation to SWBT for Data Base Administration Services provided, the following rates will apply (rate structure has flat rate charge, plus an additional charge per 100 access lines):

<u>UPDATED MEDIA USED</u>	<u>INITIAL LOAD</u>	<u>ONGOING UPDATES</u>
A. Manual (\leq 1,000 Line) Charge per 100 access lines	\$x.xx \$x.xx	\$x.xx \$x.xx
B. File Transfer Charge per 100 access lines	\$x.xx \$x.xx	\$x.xx \$x.xx
C. Tape Charge per 100 access lines	\$x.xx \$x.xx	Tape Option Not Available for Updates
D. Dial-in Charge per 100 access lines	\$x.xx \$x.xx	\$x.xx \$x.xx

SWBT will credit 25% per query and per query transport to CLEC for each query that is made against its data, soted in SWBT's DA.

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

KANSAS

The CLEC will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)		
			<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
1.	LOCAL DA	411	\$.3375	\$.3350	\$.3325
2.	TOLL DA	555	\$.3375	\$.3350	\$.3325
3.	INTRALATA FOREIGN NPA DA	FNPA 555	\$.3375	\$.3350	\$.3325
4.	DACC	Call Completion	\$.2400	\$.2200	\$.2000

B. MULTI-SERVICE DISCOUNT MATRIX

	<u>RATE</u> (Per Call)		
	<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
LSP selects 2 services	N/A	5%	6%
LSP selects 3 services	N/A	7%	8%
LSP selects 4 or more services	N/A	9%	10%

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

MISSOURI

The CLEC will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

- A.	<u>SERVICE</u>		<u>DESCRIPTION</u>		<u>RATE</u> (Per Call)		
					<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
	1.	LOCAL DA	411		\$.2725	\$.2700	\$.2675
	2.	TOLL DA	555		\$.2725	\$.2700	\$.2675
	3.	INTRALATA FOREIGN NPA DA	FNPA 555		\$.2725	\$.2700	\$.2675
	4.	DACC	Call Completion		\$.2400	\$.2200	\$.2000

B. MULTI-SERVICE DISCOUNT MATRIX

	<u>RATE</u> (Per Call)		
	<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
LSP selects 2 services	N/A	5%	6%
LSP selects 3 services	N/A	7%	8%
LSP selects 4 or more services	N/A	9%	10%

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

OKLAHOMA

The CLEC will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)		
			<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
1.	LOCAL DA	411	\$.2950	\$.2925	\$.2900
2.	TOLL DA	555	\$.2950	\$.2925	\$.2900
3.	INTRALATA FOREIGN NPA DA	FNPA 555	\$.2950	\$.2925	\$.2900
4.	DACC	Call Completion	\$.2400	\$.2200	\$.2000

B. MULTI-SERVICE DISCOUNT MATRIX

	<u>RATE</u> (Per Call)		
	<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
LSP selects 2 services	N/A	5%	6%
LSP selects 3 services	N/A	7%	8%
LSP selects 4 or more services	N/A	9%	10%

APPENDIX DA
EXHIBIT II

BASIS OF COMPENSATION

TEXAS

The CLEC will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A. SERVICE	DESCRIPTION	<u>RATE</u> (Per Call)		
		<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
1. LOCAL DA	411	\$.2655	\$.2630	\$.2605
2. TOLL DA	555	\$.2655	\$.2630	\$.2605
3. INTRALATA FOREIGN NPA DA	FNPA 555	\$.2655	\$.2630	\$.2605
4. DACC	Call Completion	\$.2400	\$.2200	\$.2000

B. MULTI-SERVICE DISCOUNT MATRIX

	<u>RATE</u> (Per Call)		
	<u>1-2 Yr</u>	<u>3 Yr. Rate</u>	<u>5 Yr. Rate</u>
LSP selects 2 services	N/A	5%	6%
LSP selects 3 services	N/A	7%	8%
LSP selects 4 or more services	N/A	9%	10%

APPENDIX FGA

OCTOBER 1996

APPENDIX FGA

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company shall compensate the Secondary Company only to the extent that it has not already been compensated under its' interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

I. DEFINITIONS

- A. **"Local Access and Transport Area" ("LATA")** means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- B. The term **"Extended Area Service" ("EAS")** as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- C. **"Subscriber Access Lines"** shall mean a communications facility provided under a general and/or exchange service tariff extending from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- D. **"Feature group A Switched Access Service"** includes all facilities and services rendered in furnishing FGA access services, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- E. The **"Primary Company"** denotes the Party with the Primary office(s).
- F. The **"Primary Office"** is an office which: (1) directly or jointly connects to an interexchange carrier and/or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- G. The **"Secondary Company"** denotes the Party with the secondary office(s).
- H. The **"Secondary Office"** is any office involved in providing joint FGA switched access service to an interexchange carrier and/or end user through the switching facilities of the Primary office.

- I. **"Revenues"** under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regularly established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- J. **"Access Minutes"** or **"Minutes of Use"** ("MOU") are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOU which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- K. **"Currently Effective Tariff Rate"** means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

II. UNDERTAKING OF THE PARTIES

- A. The Secondary Company shall notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution shall be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the Secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next month's revenue distribution cycle, and shall not be required to adjust the previous bills retroactively. Further, notwithstanding the currently effective tariff rates of a party other than SWBT, revenue distribution shall not be based upon any such rate if it exceeds SWBT's comparable rate. If the non-SWBT rate exceeds this amount, compensation shall be based upon the SWBT rate.
- B. Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

III. ADMINISTRATION OF REVENUE DISTRIBUTION

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

IV. MINUTES OF USE (MOU) DEVELOPMENT

The Parties shall calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOU attributable to each Party as described below.

A. Terminating MOU Development

Actual monthly premium (charged at equal access end offices) and non-premium (charged at non-equal access end offices) terminating FGA access MOU for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

Where the Primary Company bills, but cannot measure or identify the terminating FGA MOU by end office (i.e., as when a minimum monthly usage charge (MMUC) is applied), terminating MOU will be total unmeasured MOU allocated to the LATA. In this event, those MOU will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

B. Originating MOU Development

The Primary Company will derive and distribute monthly originating FGA access MOU, billed by the Primary Company, to each Secondary Company's end offices in the EAS calling area, as identified in Exhibit A, which is attached hereto and is made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

The Parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOU shall not be distributed to end offices outside an EAS calling area.

V. CALCULATION OF REVENUE DISTRIBUTION

- A. The amount of premium or non-premium revenues due each Party each month shall be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues shall be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculated under Sections IV.A. and B.
- B. Local Transport (or its equivalent under the Secondary Company's tariff and called "Transport" in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOU (as calculated under Sections IV. A. and B.) by the Secondary

Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B.

VI. REVENUE DISTRIBUTION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- A. The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
 - 1. The total number of non-premium or premium terminating MOU and revenues.
 - 2. The total number of non-premium or premium originating MOU and revenues.
 - 3. The total compensation due the Secondary Company, by rate element.
 - 4. The number of terminating MOU recorded by the Primary Company.
 - 5. The number of originating MOU estimated by the Primary Company pursuant to Section IV. B.
 - 6. The number of access lines used to prorate originating usage pursuant to Section IV. B.
 - 7. The percent ownership factor, if any, used to prorate Local Transport revenues.
 - 8. Adjustments for uncollectibles.
- C. As soon after the end of each billing period as is practical, the Primary Company shall remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

VIII. MISCELLANEOUS PROVISIONS

This Appendix shall remain in effect until terminated by thirty (30) calendar days' notice by either Party to the other.

Exhibit A

EAS Locations for Originating and TerminatingFeature Group A Access Service

Primary Office Company		Secondary Office Company		
<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>ACCESS LINES</u>
SNANTXCA03T		SNANTX67WEL	To be	To be updated
DLLSTXTA03T		DLLSTXAXWCP	determined	every 30 days
HSTNTX0801T		HSTNTX27WNH		
WACOTX		WACOTX88WNX		
FTWOTXED03T		FTWOTXHSAMD		
AUSTTXGR06T		AUSTTX90FMD		
OKCYOK		OKCYOK267MD		
TULSOK		TULSOK236MD		
KSCYMO		KSCYMO		
KSCYKS		KSCYKS		
LTRKAR		LTRKAR		

Exhibit B

Location for LATA Wide Termination
of Feature Group A Access Services in

Non-EAS Calling Areas

SECONDARY OFFICE

COMPANY

<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>Access Lines</u>	<u>% Ownership of Transport Facilities</u>	<u>LATA</u>
SNANTX67WEL	To be determined	To be updated every 30 days	To be jointly determined at a later date.	San Antonio
DLLSTXAXWCP				Dallas
HSTNTX27WNH				Houston
WACOTX88WNX				Waco
FTWOTXHSAMD				Dallas
AUSTTX90FMD				Austin
OKCYOK267MD				
TULSOK236MD				
KSCYMO				
KSCYKS				
LTRKAR				

APPENDIX RESALE

OCTOBER 1996

APPENDIX WP

OCTOBER 1996

Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and ICG agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which ICG also provides local exchange telephone service, and ICG wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
2. ICG also desires distribution to its end users of the White Pages directories that include listings of ICG's end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and ICG agree as follows:

I. SERVICE PROVIDED

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all ICG end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the ICG shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to ICG end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- C. ICG may provide ICG's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the ICG may choose to provide listings in the form of camera ready copy.
- D. If ICG provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If ICG provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide ICG a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each ICG end user. ICG shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.

- E. If ICG provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide ICG sixty (60) days written notice of the date by which ICG must provide this information to SWBT.
- F. Sixty (60) days prior to the directory close, ICG shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each ICG end user will require. SWBT will provide one (1) copy of the directory to ICG end users, unless otherwise instructed by the ICG.
- G. SWBT will include ICG specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, ICG shall provide SWBT with its logo and information in the form of a camera ready copy, sized at $\frac{1}{8}$ " of a page.
- H. ICG shall be provided a single "Informational Page" in the informational section of the White Pages directory covering a geographic area. This page shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the ICG shall provide to SWBT the "Informational Page" in the form of camera-ready copy.

II. USE OF SUBSCRIBER LISTING INFORMATION

- A. ICG authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.
- B. At ICG's request, SWBT shall transmit ICG's end user listing information to designated third party directory publishers for a one-time administrative fee of \$100.00 per directory publisher.

III. COMPENSATION

- A. The compensation rates for the services described herein are identified on

Exhibit I. If ICG provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to ICG end user premises, or an annual, per book copy charge when delivered in bulk to ICG. Included in this rate, ICG will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the ICG location. Alternately, should ICG so desire, SWBT agrees to provide to ICG for a monthly recurring charge one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the ICG location.

SWBT agrees to provide ICG, at the time of its initial request, up to five (5) percent additional book copies, of its annual directory forecast, at no additional charge.

- B. Where an ICG end user requires additional listings to appear in the White Pages directory, SWBT will assess ICG an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory delivery to ICG end users, SWBT shall charge ICG a per book copy charge. This rate is also applicable, per book copy, when subsequent directories are delivered in bulk to the ICG.
- D. For inclusion of the ICG "informational Page" in the White Pages directory, SWBT shall charge the ICG an annual fee for inclusion in the Metropolitan area book.

IV. ASSIGNMENT

The subscriber listing information shall remain the property of ICG. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. LIABILITY

- A. ICG hereby releases SWBT from any and all liability for damages due to errors or omissions in ICG's subscriber listing information as provided to SWBT under this Appendix, and/or ICG's subscriber listing information as it

appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- B. ICG shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in ICG's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. ICG shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ICG and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in ICG's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the ICG, in which event the ICG shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.
- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VIII. TERM

- A. This Appendix shall continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by ICG, and shall promptly return such subscriber listing information to the ICG.

- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.